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13 Entertainment Inc.

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

29 LIONS GATE ENTERTAINMENT  
30 INC., a Delaware corporation,  
31 Plaintiff,  
32 v.  
33 TD AMERITRADE HOLDING  
34 CORPORATION, a Delaware  
35 corporation, TD AMERITRADE  
36 SERVICES COMPANY, INC. a  
37 Delaware corporation, TD  
38 AMERITRADE, INC., a New York  
39 corporation, AMERIVEST  
40 INVESTMENT MANAGEMENT,  
41 LLC, a Delaware limited liability  
42 company, HAVAS WORLDWIDE  
43 NEW YORK, INC., a Delaware  
44 corporation and DOES 1-10, inclusive,  
45 Defendants.

Case No. 15-CV-05024-DDP-E

**FIRST AMENDED COMPLAINT  
FOR FALSE ASSOCIATION,  
UNFAIR COMPETITION,  
TRADEMARK INFRINGEMENT,  
TRADEMARK DILUTION, AND  
COPYRIGHT INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

Plaintiff Lions Gate Entertainment Inc. ("Lions Gate"), for its first amended  
complaint against defendants TD Ameritrade Holding Corporation ("TD Ameritrade  
Holding"), TD Ameritrade Services Company, Inc. ("TD Services"), TD  
Ameritrade, Inc. ("TD Ameritrade"), Amerivest Investment Management, LLC  
("Amerivest"), and Havas Worldwide New York, Inc. ("Havas") (collectively,

1 “Defendants”), and Does 1-10, alleges as follows:

2 **JURISDICTION**

3 1. This action arises under the trademark and unfair competition laws of  
4 the United States, 15 U.S.C. § 1051, *et seq.*, the Copyright Act of 1976, 17 U.S.C. §  
5 501, *et seq.*, and under California statutory and common law of unfair competition.  
6 This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1338(a) and (b), and §  
7 1367, 15 U.S.C. § 1121, and 17 U.S.C. § 501.

8 2. Venue is proper under 28 U.S.C. §§ 1391(a), (b) and (c) in this case  
9 because Defendants are deemed to reside in this District for venue purposes and are  
10 subject to personal jurisdiction in this District, and/or a substantial part of the events  
11 or omissions giving rise to the instant claims occurred in this District.

12 **PARTIES**

13 3. Lions Gate is, and at all relevant times was, a Delaware corporation  
14 having its principal place of business in Santa Monica, California. Lions Gate is in  
15 the business of creating, promoting, and distributing motion pictures and television  
16 programs, as well as licensing those properties for various merchandise and  
17 promotions and sponsorships.

18 4. On information and belief, TD Ameritrade Holding is, and at all  
19 relevant times was, a Delaware corporation having its principal place of business in  
20 Omaha, Nebraska, and it does business in this District.

21 5. On information and belief, TD Services is, and at all relevant times was,  
22 a Delaware corporation having its principal place of business in Omaha, Nebraska.  
23 TD Services does business in this District and is registered to do business in  
24 California.

25 6. On information and belief, TD Ameritrade is, and at all relevant times  
26 was, a New York corporation having its principal place of business in Omaha,  
27 Nebraska. TD Ameritrade does business in this District and is registered to do  
28 business in California.

1       7.    TD Ameritrade operates at least 23 branches in California, the most of  
2 any state in the U.S., including branches in Beverly Hills, Encino, Irvine, Long  
3 Beach, Mission Viejo, Pasadena, Santa Barbara, Santa Monica, and Thousand Oaks.

4       8.    On information and belief, Amerivest is, and at all relevant times was, a  
5 Delaware limited liability company having its principal place of business in Omaha,  
6 Nebraska. Amerivest does business in this District and is registered to do business  
7 in California.

8       9.    On information and belief, Havas is, and at all relevant times was, a  
9 Delaware corporation having its principal place of business in New York, New  
10 York, and it does business in this District.

11      10.   Havas has held itself out publicly as one of the world's largest global  
12 communications groups, claiming to operate in over 100 countries and employing  
13 16,000 people.

14      11.   Havas operates offices in both San Francisco, California and San Diego,  
15 California, and is affiliated with local offices throughout the U.S., including 8  
16 offices in California, 2 of which are located in Los Angeles. Havas, frequently  
17 partners and does business with its affiliates in California. Havas has held itself out  
18 publicly as operating with its affiliates "under one roof" and under a "single  
19 business model with a simple, agile and integrated structure that responds with a  
20 single voice to clients' new expectations."

21      12.   Havas has customers and clients in California for which it is actively  
22 engaged in providing advertising services. Havas is currently working on projects  
23 or has recently completed projects for the following companies based in California:  
24 PayPal, Charles Schwab, Jenny Craig, eBay, Live Nation Entertainment, M-Go,  
25 DreamWorks, Asus, and Oculus VR.

26      13.   Defendants are subject to personal jurisdiction in this District because  
27 they do business in this District and/or the claims arose in this District.

28      14.   The true names, identities and capacities, whether individual, associate,

1 corporate or otherwise, of Defendants DOES 1 to 10, inclusive, and each of them  
2 (“the DOE Defendants”), are unknown to Lions Gate at this time, who therefore  
3 sues the DOE Defendants by such fictitious names. When the true names and  
4 capacities or participation of the DOE Defendants are ascertained, Lions Gate will  
5 amend this complaint to assert their true names, identities, and capacities. Lions  
6 Gate is informed and believes and thereon alleges that each of the DOE Defendants  
7 sued herein is responsible for the wrongful acts alleged herein, and is therefore  
8 liable to Lions Gate in some manner for the events and happenings alleged in this  
9 complaint. Lions Gate is informed and believes and thereon alleges that at all times  
10 herein mentioned, the DOE Defendants were and are doing business and/or residing  
11 in this District.

12 **FACTS**

13 **Lions Gate’s Business And Trademarks**

14 15. Lions Gate is a leading global entertainment company with a strong and  
15 diversified presence in the motion picture and television industry. Lions Gate has  
16 produced and distributed motion pictures, television shows, and related  
17 entertainment products, and has also been involved in motion picture financing,  
18 licensing, production, and distribution services.

19 16. Lions Gate’s motion picture and television library includes more than  
20 15,000 titles, including the highly successful motion picture *Dirty Dancing*, starring  
21 the late Patrick Swayze and Jennifer Grey.

22 17. *Dirty Dancing* is a world famous, Oscar-winning film, which was  
23 released in 1987 and became a massive box office hit, with hundreds of millions of  
24 dollars in worldwide earnings reported. Two soundtracks from *Dirty Dancing* have  
25 each achieved Platinum sales levels (more than 1 million units sold) and continue to  
26 have strong sales worldwide. In recent years, the film was named one of the Top 10  
27 Date Movies of all time, among numerous other accolades, and its appeal to  
28 generations of fans has proven that its message of love conquering all is universal

1 and timeless. *Dirty Dancing* is iconic and well known for the dance scenes and for  
2 certain lines or quotes in the motion picture.

3       18. Numerous works have been created, released, and distributed in  
4 connection with the motion picture *Dirty Dancing*. For example, in or about 1987,  
5 there was a Dirty Dancing Live in Concert tour in the United States along with the  
6 release of a related video. In or about 1988, a *Dirty Dancing* television series was  
7 aired on the CBS network. The film has also been adapted for the stage, where it  
8 premiered in Sydney, Australia in November 2004. Since then, the stage adaptation  
9 has been continuously produced and has toured internationally throughout Europe,  
10 Asia, Australia, and South Africa, and is currently on its second North American  
11 tour.

12       19. In December 2006, a *Dirty Dancing* reality television series premiered  
13 on the Women's Entertainment Network in which contestants competed for best  
14 dancer status. In 2007, to mark the film's 20th anniversary, Lions Gate re-released  
15 *Dirty Dancing* in theaters with a newly re-mastered print and bonus features, and  
16 released worldwide a 20th anniversary edition DVD to the home entertainment  
17 market, and a 20th anniversary soundtrack album, again to phenomenal success. To  
18 pay further tribute to this cult classic, Lions Gate also celebrated the 25th  
19 anniversary of *Dirty Dancing* just a few years back, and future plans for additional  
20 exploitation of this valuable property have been announced and are being closely  
21 followed by fans and industry executives alike.

22       20. During the last 25 years, Lions Gate and its predecessors in interest  
23 have been able to capitalize on the popularity and recognition of its *Dirty Dancing*  
24 intellectual property rights and have enjoyed a great deal of success in the  
25 exploitation of those rights worldwide.

26       21. One of the most (if not the most) famous lines of *Dirty Dancing* is  
27 "Nobody puts Baby in a corner." This quote, said by Swayze at the climax of the  
28 film, has become unquestionably famous. Indeed, the American Film Institute voted

1 “Nobody puts Baby in a corner” as one of the top 100 Most Popular Quotes from a  
2 motion picture. By virtue of the popularity of the *Dirty Dancing* motion picture and  
3 related properties and the significant publicity generated by them, among other  
4 things, this quote has developed secondary meaning, and become famous, and is  
5 unmistakably associated with the *Dirty Dancing* motion picture. The “Nobody puts  
6 Baby in a corner” quote is said by Swayze before the final dance scene between  
7 Grey and Swayze, which ends in Swayze lifting Grey over his head and spinning her  
8 (the “Dance Lift”). Promotional materials and merchandise for the aforementioned  
9 Lions Gate-licensed stage adaptation of the *Dirty Dancing* motion picture feature a  
10 still silhouette of the Dance Lift, as shown below (the “Promotional Materials”):



22. Lions Gate owns all right, title, and interest in, and to the copyright in,  
23 the *Dirty Dancing* motion picture.

24. Lions Gate owns all right, title, and interest in and to the trademark  
25 DIRTY DANCING, as well as various other trademarks associated with the *Dirty*  
26 *Dancing* motion picture. These additional marks include, but are not limited to, the  
trademark NOBODY PUTS BABY IN A CORNER for use with motion pictures  
and various items of merchandise.

27. Not only does Lions Gate have common law trademark rights in the  
28 DIRTY DANCING and NOBODY PUTS BABY IN A CORNER trademarks dating

1 back to 1987, it also has registered the DIRTY DANCING trademark on the  
 2 Principal Register of the United States Patent & Trademark Office (“PTO”) and in  
 3 numerous countries throughout the world. Lions Gate owns pending federal  
 4 applications to register the NOBODY PUTS BABY IN A CORNER trademark,  
 5 which have been approved by the PTO. Lions Gate’s trademark applications to  
 6 register NOBODY PUTS BABY IN A CORNER are based on actual use of the  
 7 mark for certain goods and on an intent to use the mark for the remaining goods  
 8 identified in the applications.

9       25. Lions Gate possesses extensive goodwill and reputation in these  
 10 trademarks, as the film has been released globally for nearly three decades, and its  
 11 popularity is proven by the revenue generated from the film itself, merchandising,  
 12 the soundtracks, and the musical stage show version of the film.

13       26. Lions Gate has expressly licensed the use of the DIRTY DANCING  
 14 and NOBODY PUTS BABY IN A CORNER trademarks for the manufacturing,  
 15 marketing, and sale of a variety of merchandise through approved licensees. Lions  
 16 Gate also licenses elements from *Dirty Dancing* to third parties, who use *Dirty*  
 17 *Dancing* to advertise, market, or promote their goods and services.

18       27. Lions Gate’s licensees are currently selling a variety of merchandise  
 19 derived from and related to *Dirty Dancing*, including merchandise bearing and/or  
 20 using the DIRTY DANCING and NOBODY PUTS BABY IN A CORNER  
 21 trademarks, and are offering services under the DIRTY DANCING and NOBODY  
 22 PUTS BABY IN A CORNER trademarks, throughout the United States.

23       28. By virtue of the popularity of *Dirty Dancing*, the significant sales of  
 24 licensed merchandise, promotions with third parties, and the significant publicity  
 25 relating to *Dirty Dancing*, among other things, Lions Gate’s DIRTY DANCING and  
 26 NOBODY PUTS BABY IN A CORNER trademarks have developed secondary  
 27 meaning and are famous.

28       29. Lions Gate’s goods and services offered under the DIRTY DANCING

1 and NOBODY PUTS BABY IN A CORNER trademarks have come to be known to  
 2 the purchasing public as conforming to certain standard of quality. As a result, the  
 3 DIRTY DANCING and NOBODY PUTS BABY IN A CORNER trademarks and  
 4 the goodwill associated with them are of tremendous value to Lions Gate and its  
 5 authorized licensees and business partners.

6 **Defendants And Their Infringing Actions**

7       30. Havas created an advertising campaign on behalf of TD Ameritrade  
 8 Holding, TD Services, TD Ameritrade, and Amerivest during 2014, which consisted  
 9 of advertisements in various channels, including, but not limited to, an online video,  
 10 digital display, social media, television, and print (the “Advertising Campaign”).

11       31. The Advertising Campaign was disseminated nationally through a  
 12 variety of media, including online video, digital display, social media, television,  
 13 print, and email, and was meant to reach as large an audience as possible. The  
 14 Advertising Campaign was generally published and displayed in California and was  
 15 directly distributed to California residents, in accordance with Defendants’ plans  
 16 and intentions. Approximately 20% of TD Ameritrade’s nationwide branch offices  
 17 are in California. Emails sent as part of the Advertising Campaign included in their  
 18 fine print a link to TD Ameritrade’s online privacy statement, which includes  
 19 information expressly directed to email recipients that reside in California.

20       32. The Advertising Campaign intentionally copied the *Dirty Dancing*  
 21 motion picture, and was intentionally designed to create an association with Lions  
 22 Gate and its commercial activities by marketing TD Ameritrade’s goods and  
 23 services with phrases such as:

- 24       • “Nobody puts your old 401k in a corner. Take that baby and roll it  
 25           over to an IRA. Then show us your retirement happy dance.”  
 26           (Facebook)
- 27       • “Nobody puts your old 401k in a corner. Take that baby and roll it  
 28           over to an IRA. Do a #retirement happy dance.” (Twitter)

- 1       • “Nobody puts your old 401k in the corner,” “TD Ameritrade: Old
- 2       401(k) in a Corner,” and “Don’t let your old 401(k) to sit [sic] in the
- 3       corner ...” (YouTube)
- 4       • “Nobody puts your old 401(k) in a corner” (spoken), and “Nobody puts
- 5       your old 401(k) in the corner.” (written) (National television
- 6       advertisement)

7       33. Because these taglines modified the iconic quote from the *Dirty*  
 8 *Dancing* movie and Lions Gate’s NOBODY PUTS BABY IN A CORNER  
 9 trademark, Lions Gate may never have approved or licensed them, had Defendants  
 10 sought Lions Gate’s consent at the outset.

11       34. Defendants featured these adulterated taglines with a reenactment or  
 12 representation of the Dance Lift, namely, a still and/or moving image of a man  
 13 lifting a piggy bank over his head after the piggy bank ran into the man’s arms. The  
 14 reenacted Dance Lift copied and was intentionally designed to be virtually identical  
 15 to the Dance Lift, particularly as depicted in the Promotional Materials, which again  
 16 is the iconic and ultimate scene in the film in which Swayze lifts Grey above his  
 17 head during their last dance together. Defendants also included the phrase  
 18 “[b]ecause retirement should be the time of your life” with the adulterated taglines, a  
 19 reference to the hit song “(I’ve Had) the Time of My Life” by Bill Medley and  
 20 Jennifer Warnes (the “Song”), which is included on the *Dirty Dancing* soundtrack  
 21 and plays during the ultimate scene in *Dirty Dancing* that includes the Dance Lift.  
 22 Defendants’ reenactment of the Dance Lift and reference to the Song furthered the  
 23 false association with Lions Gate and its commercial activities already created by  
 24 their unauthorized use of the NOBODY PUTS BABY IN A CORNER trademark.  
 25 Documents showing examples of Defendants’ infringement and improper  
 26 commercial exploitation of Lions Gate’s intellectual property rights associated with  
 27 *Dirty Dancing* are attached hereto as **Exhibit A**.

28       35. Defendants’ use of the NOBODY PUTS BABY IN A CORNER

1 trademark or a modification thereof – used alone and with other allusions to the  
2 motion picture, such as the Dance Lift and the reference to the Song – has caused  
3 and is likely to cause people to falsely or incorrectly believe that Lions Gate has  
4 approved, licensed, endorsed, sponsored, and/or authorized, or is associated with,  
5 TD Ameritrade’s products and/or services.

6       36. Confusion has occurred, or at a minimum, is likely given the near  
7 identicalness of NOBODY PUTS BABY IN A CORNER trademark and  
8 Defendants’ use of the phrase “Nobody puts your old 401k in a corner,” which  
9 confusion – or the likelihood thereof – is exacerbated by the use of the phrase in  
10 close proximity to the words “baby” and “dance,” the reenacted Dance Lift, and the  
11 reference to the Song.

12       37. On information and belief, the Advertising Campaign ran from October  
13 2014 through April 12, 2015. The Advertising Campaign did not stop until Lions  
14 Gate learned of it and notified Defendants of their infringement, as described below.  
15 The Advertising Campaign or elements thereof may still be viewed on social media  
16 websites.

17       38. On April 2, 2015, Lions Gate sent a letter to TD Ameritrade Holding  
18 and TD Ameritrade, demanding that they cease and desist their use of Lions Gate’s  
19 intellectual property associated with the *Dirty Dancing* motion picture.

20       39. On April 9, 2015, Havas responded on behalf of itself and TD  
21 Ameritrade Holding, taking the untenable position that Lions Gate did not have  
22 enforceable trademark rights in the line “Nobody puts Baby in a corner,” and further  
23 claiming that the Advertising Campaign was “so clearly parodic in nature—so as to  
24 avoid any confusion, infringement, or other claim.” Defendants have since walked  
25 back from their meritless claim of parody after their initial response to Lions Gate’s  
26 demand letter.

27       40. To the extent there was any doubt, Defendants’ parody argument –  
28 meritless as it is – nevertheless made it clear that Defendants intended to draw a

1 connection or association with Lions Gate and its commercial activities and deceive  
 2 customers into believing that the Advertising Campaign was a Lions Gate-licensed,  
 3 authorized, or sponsored work, when, in fact, it was not.

4       41. On April 9, 2015, Havas asserted that “all materials within our control  
 5 have been pulled off or are in the process of being pulled off media ...” However,  
 6 on information and belief, an additional television advertisement(s) ran on April 12,  
 7 2015 and the Advertising Campaign or elements thereof still resides on social media  
 8 websites. Further, Havas refused to make any monetary payment to Lions Gate to  
 9 compensate Lions Gate for its lost license fees for Defendants’ unauthorized use of  
 10 Lions Gate’s intellectual property, despite knowing that Lions Gate has expressly  
 11 licensed the use of the DIRTY DANCING and NOBODY PUTS BABY IN A  
 12 CORNER trademarks for the manufacturing, marketing, and sale of a variety of  
 13 merchandise through approved licensees, and had licensed aspects of *Dirty Dancing*  
 14 to third parties for use in promoting, marketing, or advertising their goods and  
 15 services—just as TD Ameritrade did.

16       42. Between April 2015 and June 2015, Lions Gate continued to attempt to  
 17 negotiate a settlement of its claims arising out of Defendants’ unauthorized copying  
 18 of *Dirty Dancing*’s iconic quote and use of Lions Gate’s trademarks. Despite Lions  
 19 Gate’s good faith attempt to settle the case, Defendants refused to compensate Lions  
 20 Gate for their unauthorized use, resting, instead, on their indefensible position that  
 21 they were free to exploit Lions Gate’s intellectual property, without any  
 22 consequence to them or consideration to Lions Gate.

23       43. Specifically, the following letters were sent between the parties from  
 24 April 2015 to June 2015:

25	DATE	AUTHOR	RECIPIENT(S)
26	4/2/15	Lions Gate  (Whitney Walters-Sachs of Sheppard, Mullin, Richter &	TD Ameritrade Holding Corporation and TD Ameritrade, Inc.  (Ellen L.S. Koplow, Esq..

1	Hampton, LLP)	Executive Vice President, General Counsel, and Secretary of TD Ameritrade)
2		
3	4/9/15	Havas Worldwide New York, Inc. (Nancy R. Wynne, General Counsel, on behalf of Havas and TD Ameritrade Holding Corporation)
4		
5		
6		
7	4/15/15	Lions Gate (Whitney Walters-Sachs of Sheppard, Mullin, Richter & Hampton, LLP)
8		
9		
10		
11		
12	4/21/15	TD Ameritrade Holding Corporation and Havas Worldwide New York, Inc. (Andrew Baum of Foley & Lardner LLP)
13		
14		
15		
16	6/3/15	Lions Gate (Whitney Walters-Sachs of Sheppard, Mullin, Richter & Hampton, LLP)
17		
18		
19		
20	6/18/15	Lions Gate (Whitney Walters-Sachs of Sheppard, Mullin, Richter & Hampton, LLP)
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22		
23		

24  
25 44. In its June 3, 2015 letter, Lions Gate requested Defendants to engage in  
26 earnest in settlement discussions, and expressly stated to Defendants that if a  
27 resolution could not be reached, Lions Gate would file an infringement action in  
28 U.S. District Court for the Central District of California.

1       45. On June 8, 2015, the parties discussed this dispute by telephone at  
2 Defendants' request, and Defendants presented Lions Gate with a settlement offer.  
3 Defendants expressly agreed not to file a declaratory judgment action without first  
4 contacting Lions Gate. Lions Gate promised the same with respect to filing an  
5 infringement action. This agreement was confirmed in writing by the parties  
6 through a series of emails sent on June 8, 2015.

7       46. In its June 18, 2015 letter, Lions Gate presented a counteroffer to  
8 Defendant and requested a response to its counteroffer to settle by June 25, 2015.

9       47. On June 26, 2015, rather than respond to Lions Gate's settlement offer,  
10 and less than 24 hours after the deadline to respond to Lions Gate's settlement  
11 counteroffer, Defendants rushed to the courthouse and filed a preemptive  
12 declaratory judgment complaint in the Southern District of New York (the "New  
13 York Lawsuit"). Defendants did so despite the parties' agreement that they would  
14 not unilaterally terminate settlement talks and file a lawsuit without advance notice  
15 to the other side.

16       48. Defendants' decision to violate the parties' agreement and rush to the  
17 courthouse is the quintessence of forum shopping, designed to gain home court and  
18 substantive law advantages, and force Lions Gate to litigate thousands of miles from  
19 its principal place of business. All of this was done knowing that if the parties could  
20 not resolve their dispute, Lions Gate's choice of forum—which is entitled to great  
21 deference—would be in this District in Los Angeles, California.

22       49. On September 29, 2015, and pursuant to Lions Gate's motion to  
23 transfer, the Hon. Katherine B. Forrest transferred the New York Lawsuit to the  
24 Central District of California pursuant to 28 U.S.C. § 1404(a). In her opinion and  
25 order, Judge Forrest also held that Havas is more likely than not subject to  
26 jurisdiction in California.

27       50. On October 19, 2015, Defendants voluntarily dismissed without  
28 prejudice pursuant to Fed.R.Civ.P. 41(a)(1) all of their claims alleged in the New

1 York Lawsuit, rendering the New York Lawsuit terminated.

2 **FIRST CAUSE OF ACTION**

3 **(False Association and Unfair Competition—15 U.S.C. § 1125(a))**

4 51. Lions Gate repeats and realleges each and every allegation of  
5 paragraphs 1 through 50, above, as though fully set forth herein.

6 52. Defendants' unauthorized use of the NOBODY PUTS BABY IN A  
7 CORNER trademark or a modification of it – used alone and in conjunction with the  
8 reenacted Dance Lift, the reference to the Song, and other words and indicia  
9 associated with the *Dirty Dancing* motion picture – in conjunction with Defendants'  
10 businesses and the Advertising Campaign as alleged herein, constitutes a false  
11 designation of association, affiliation or sponsorship, and unfair competition in  
12 violation of 15 U.S.C. § 1125(a). Defendants' activities falsely imply, indicate, or  
13 suggest that their activities and the Advertising Campaign are associated, affiliated,  
14 or connected with, or approved or sponsored by, Lions Gate and its commercial  
15 activities.

16 53. As a direct and proximate result of Defendants' wrongful acts, Lions  
17 Gate has suffered and continues to suffer and/or is likely to suffer damage to its  
18 trademarks, licensing program, and related goodwill. Defendants may continue to  
19 conduct or renew, unless restrained, their use of NOBODY PUTS BABY IN A  
20 CORNER trademark or other trademarks confusingly similar thereto – used alone  
21 and in conjunction with the reenacted Dance Lift, the reference to the Song, and  
22 other words and indicia associated with the *Dirty Dancing* motion picture – thereby  
23 causing irreparable damage to Lions Gate. Lions Gate has no adequate remedy at  
24 law and is entitled to an injunction restraining Defendants, their officers, members,  
25 agents, servants, and employees, and all persons acting in concert with Defendants,  
26 from engaging in further acts of false designation of association, sponsorship,  
27 affiliation, or connection, and acts of unfair competition.

28 54. Lions Gate is further entitled to recover from Defendants the actual

1 damages that Lions Gate has sustained, is sustaining, and/or is likely to sustain as a  
2 result of Defendants' wrongful acts. Lions Gate is presently unable to ascertain the  
3 full extent of the monetary damages that it has suffered and/or is likely to sustain by  
4 reason of Defendants' acts of false designation of association, sponsorship,  
5 affiliation, or connection, and unfair competition.

6        55. Lions Gate is further entitled to recover from Defendants the gains,  
7 profits, and advantages that Defendants have obtained as a result of their wrongful  
8 acts. Lions Gate is presently unable to ascertain the extent of the gains, profits, and  
9 advantages that Defendants have realized by reason of their acts of false designation  
10 of association, sponsorship, affiliation, or connection, and unfair competition.

11       56. Because of the willful nature of Defendants' wrongful acts, Lions Gate  
12 is entitled to an award of treble damages and increased profits pursuant to 15 U.S.C.  
13 § 1117.

14        57. Lions Gate is also entitled to recover its attorneys' fees and costs of suit  
15 pursuant to 15 U.S.C. § 1117.

## **SECOND CAUSE OF ACTION**

## **(Statutory and Common Law Unfair Competition)**

18       58. Lions Gate repeats and realleges each and every allegation of  
19 paragraphs 1 through 57, above, as though fully set forth herein.

20        59. By reason of the foregoing, Defendants have been, and are, engaged in  
21 “unlawful, unfair or fraudulent business practices” in violation of §§ 17200 *et seq.*  
22 of the California Bus. & Prof. Code and acts of unfair competition in violation of the  
23 common law.

24       60. Lions Gate invested substantial time, skill, and money in developing its  
25 *Dirty Dancing* property rights, including the NOBODY PUTS BABY IN A  
26 CORNER trademark.

27        61. Defendants misappropriated and used Lions Gate's intellectual property  
28 at no cost and without the authorization or consent of Lions Gate, causing

substantial injury to Lions Gate.

62. Defendants' acts complained of herein are unlawful within the meaning of § 17200 *et seq.* of the California Bus. & Prof. Code in that they constitute practices that are forbidden by federal, state, and/or common law. Such practices are likewise unfair within the meaning of the statute, as they violate the spirit of trademark law, and the resulting harm to Lions Gate from these practices outweighs any benefit (to the extent there is any at all). Finally, Defendants' acts complained of herein are fraudulent as used in § 17200, as members of the public are likely to be deceived by such acts.

10       63. Defendants' acts complained of herein have damaged and will continue  
11 to damage Lions Gate irreparably. Lions Gate has no adequate remedy at law for  
12 these wrongs and injuries. The damage to Lions Gate includes harm to its  
13 reputation and goodwill associated with its NOBODY PUTS BABY IN A  
14 CORNER trademark that money cannot compensate. Lions Gate is therefore  
15 entitled to: (a) injunctive relief restraining and enjoining Defendants and their  
16 officers, members, agents, servants, and employees, and all persons acting  
17 thereunder, in concert with, or on their behalf, from using the NOBODY PUTS  
18 BABY IN A CORNER trademark or any mark, name, symbol, or logo which is  
19 confusingly similar thereto – alone or with the Dance Lift, reference to the Song,  
20 and other words or indicia associated with *Dirty Dancing* – in connection with the  
21 marketing or sale of any goods or services by Defendants; (b) Lions Gate's actual  
22 damages sustained as a result of Defendants' wrongful acts; (c) an accounting of  
23 Defendants' profits earned from the Advertising Campaign; (d) the award of  
24 Defendants' unjust profits, as well as sums sufficient to compensate Lions Gate for  
25 all harm suffered as a result of Defendants' conduct; and (e) punitive damages.

### THIRD CAUSE OF ACTION

## **(Trademark Infringement—15 U.S.C. § 1125(a) and Common Law)**

28 64. Lions Gate repeats and realleges each and every allegation of

1 paragraphs 1 through 63, above, as though fully set forth herein.

2       65. Lions Gate owns all right, title, and interest in and to the NOBODY  
3 PUTS BABY IN A CORNER trademark. Through its approved licensees, Lions  
4 Gate markets and sells merchandise using this trademark and other trademarks  
5 associated with *Dirty Dancing*.

6       66. Defendants have used in commerce, without Lions Gate's permission or  
7 authorization, the NOBODY PUTS BABY IN A CORNER trademark, or a mark  
8 confusingly similar thereto, in a manner that is likely to cause confusion or mistake  
9 and to deceive purchasers as to Lions Gate's affiliation, connection, or association  
10 with, or approval or sponsorship of, Defendants, their businesses, and/or the  
11 Advertising Campaign.

12       67. Defendants' actions are intentional and designed to capitalize on the  
13 goodwill, recognition, and fame of the NOBODY PUTS BABY IN A CORNER  
14 trademark.

15       68. Defendants' acts constitute infringement of the NOBODY PUTS  
16 BABY IN A CORNER trademark in violation of the common law and under 15  
17 U.S.C. § 1125(a).

18       69. As a direct and proximate result of Defendants' wrongful acts, Lions  
19 Gate has suffered and continues to suffer and/or is likely to suffer damage to its  
20 trademarks, motion picture, licensing program, and goodwill. Unless restrained,  
21 Defendants may continue to use or resurrect their use of the NOBODY PUTS  
22 BABY IN A CORNER trademark or marks confusingly similar thereto and will  
23 cause irreparable damage to Lions Gate. Lions Gate has no adequate remedy at law  
24 and is entitled to an injunction restraining Defendants, their officers, members,  
25 agents, servants, and employees, and all persons acting in concert with Defendants,  
26 from engaging in further acts of infringement.

27       70. Lions Gate is further entitled to recover from Defendants the actual  
28 damages that Lions Gate has sustained, is sustaining, and/or is likely to sustain as a

result of Defendants' wrongful acts.

71. Lions Gate is further entitled to recover from Defendants the gains, profits, and advantages that Defendants have obtained as a result of their wrongful acts.

72. Because of the willful nature of Defendants' wrongful acts, Lions Gate is entitled to an award of punitive damages under the common law, and treble damages and increased profits under 15 U.S.C. § 1117.

73. Lions Gate is also entitled to recover its attorneys' fees and costs of suit pursuant to 15 U.S.C. § 1117, as this is an exceptional case.

## **FOURTH CAUSE OF ACTION**

(Dilution—15 U.S.C. § 1125(c); Cal. Bus. & Prof. Code § 14247)

74. Lions Gate repeats and realleges each and every allegation of paragraphs 1 through 73, above, as though fully set forth herein.

75. Lions Gate has used the NOBODY PUTS BABY IN A CORNER trademark to identify its products and services before Defendants began using the NOBODY PUTS BABY IN A CORNER trademark, or a mark confusingly similar thereto, in the Advertising Campaign and in conjunction with their businesses. The NOBODY PUTS BABY IN A CORNER trademark is inherently distinctive and has acquired distinctiveness through Lions Gate's extensive, continuous, and exclusive use of it.

76. The NOBODY PUTS BABY IN A CORNER trademark is famous and distinctive within the meaning of 15 U.S.C. § 1125(c)(1) and § 1127 and Cal. Bus. & Prof. Code § 14247. The NOBODY PUTS BABY IN A CORNER trademark was famous and distinctive before Defendants' first use of such trademark or a modification of it.

77. Defendants' unauthorized use of the NOBODY PUTS BABY IN A CORNER trademark or modification of it is likely to dilute the distinctive quality of the NOBODY PUTS BABY IN A CORNER trademark in violation of 15 U.S.C.

§ 1125(c) and Cal. Bus. & Prof. Code § 14247.

78. Defendants' acts complained of herein are likely to damage Lions Gate irreparably. Lions Gate has no adequate remedy at law for such wrongs and injuries. The damage to Lions Gate includes potential harm to its trademarks, goodwill, and reputation that money cannot compensate. Lions Gate is, therefore, entitled to a preliminary and permanent injunction enjoining Defendants' use of the NOBODY PUTS BABY IN A CORNER trademark or any marks dilutive thereof.

8        79. Lions Gate is further entitled to recover from Defendants the actual  
9 damages sustained by Lions Gate as a result of Defendants' wrongful acts. Lions  
10 Gate is presently unable to ascertain the full extent of the monetary damages it has  
11 suffered by reason of Defendants' acts of dilution.

12        80. Lions Gate is further entitled to recover from Defendants the gains,  
13 profits, and advantages Defendants have obtained as a result of their wrongful acts.  
14 Lions Gate is presently unable to ascertain the extent of the gains, profits, and  
15 advantages Defendants have realized by reason of Defendants' willful acts of  
16 dilution.

17        81. Because of the willful nature of Defendants' actions, Lions Gate is  
18 entitled to all remedies available under 15 U.S.C. §§ 1117 and 1118.

## **FIFTH CAUSE OF ACTION**

## **(Copyright Infringement)**

21       82. Lions Gate repeats and realleges each and every allegation of  
22 paragraphs 1 through 81, above, as though fully set forth herein.

23       83. Lions Gate is the owner of the copyright in the *Dirty Dancing* motion  
24 picture. At all times relevant to the complaint, Lions Gate is and has been the sole  
25 exclusive authorized licensor of the *Dirty Dancing* motion picture in the United  
26 States. The *Dirty Dancing* motion picture is an original work of authorship fixed in  
27 a tangible medium of expression owned by Lions Gate and is copyrightable subject  
28 matter under the laws of the United States. The *Dirty Dancing* motion picture was

1 publicly distributed bearing a copyright notice.

2       84. The *Dirty Dancing* motion picture is the subject of a valid copyright  
 3 registration issued by the U.S. Copyright Office and owned by Lions Gate. The  
 4 copyright is registered and identified in the following copyright registration:

Description	Reg. Date	Reg. No.	Status
Dirty dancing / a Linda Gottlieb production ; directed by Emile Ardolino.	April 7, 1988	PA 378-802	Registered

9 Such registration is valid and subsisting and has been assigned to Lions Gate  
 10 through mergers and acquisitions and assignments. A true and correct copy of the  
 11 above copyright registration is attached hereto as **Exhibit B**.

12       85. Defendants had access to the *Dirty Dancing* motion picture through its  
 13 international theatrical and home entertainment releases, among other publications  
 14 of the *Dirty Dancing* motion picture and authorized derivatives thereof.

15       86. Defendants' Advertising Campaign copies and is substantially similar  
 16 to original elements of the *Dirty Dancing* motion picture.

17       87. Upon information and belief, Defendants were at all material times  
 18 aware that their use of material substantially similar to original elements of the *Dirty*  
 19 *Dancing* motion picture and, in the absence of a valid license agreement authorizing  
 20 Defendants to use said materials and/or to edit, alter and/or otherwise modify said  
 21 materials without Lions Gate's prior written approval, would constitute copyright  
 22 infringement. Lions Gate has not granted to Defendants any such right or license.

23       88. Defendants' acts constitute infringement of Lions Gate's copyrights  
 24 described above in violation of 17 U.S.C. § 501.

25       89. Lions Gate is informed and believes and on that basis alleges that  
 26 Defendants had full knowledge that their acts are wrongful and unlawful and have  
 27 continued to infringe said copyrights, throughout the United States and various other  
 28 territories of the world.

1       90. By reason of the foregoing, Lions Gate has suffered damages in an  
2 amount to be determined at trial, and is entitled, at its election, to either (a) all  
3 damages suffered by Lions Gate, along with all gains, profits and advantages  
4 derived by Defendants from the acts of infringement, plus exemplary and punitive  
5 damages in amounts to be proven at trial, or (b) statutory damages as provided for in  
6 the Copyright Act of the United States.

7 91. Lions Gate is also entitled to attorneys' fees under the Copyright Act.

## PRAYER FOR RELIEF

9 WHEREFORE, Lions Gate prays that this Court enter judgment against  
10 Defendants as follows:

11       1.     Finding that Defendants have violated 15 U.S.C. § 1125(a) and the  
12 common law; have violated Cal. Bus. & Prof. Code § 17200 and the common law  
13 by engaging in unlawful, unfair, and fraudulent business practices and other acts of  
14 unfair competition; have infringed the NOBODY PUTS BABY IN A CORNER  
15 trademark under the common law and 15 U.S.C. § 1125(a); have violated 15 U.S.C.  
16 § 1125(c)(1) and Cal. Bus. & Prof. Code § 14247; and have infringed Lions Gate's  
17 copyright under 17 U.S.C. § 501;

18        2. Ordering that Defendants and their officers, members, agents, servants,  
19 directors, employees, partners, representative, assigns, successors, related  
20 companies, and attorneys, and all persons in active concert or participation with  
21 Defendants or with any of the foregoing, be enjoined preliminarily during the  
22 pendency of this action and permanently thereafter from:

23 a. Using, promoting, advertising, publicizing, distributing,  
24 and posting the NOBODY PUTS BABY IN A CORNER trademark for any goods  
25 or services, or any other mark, name, symbol, or logo which is likely to cause  
26 confusion or to cause mistake or to deceive persons into the erroneous belief that  
27 Defendants, their businesses, or their goods or services are sponsored, licensed,  
28 authorized or endorsed by Lions Gate or its commercial activities or are connected

1 or affiliated in some way with Lions Gate or its commercial activities;

2                   b.     Falsely implying Lions Gate's sponsorship, association,  
3 connection, affiliation, or endorsement of Defendants' businesses or engaging in any  
4 act or series of acts which, either alone or in combination, constitutes unfair  
5 methods of competition with Lions Gate, and from otherwise interfering with or  
6 injuring the NOBODY PUTS BABY IN A CORNER trademark, or the goodwill  
7 associated with any of the foregoing;

8                   c.     Engaging in any act that is likely to dilute the distinctive  
9 quality of the NOBODY PUTS BABY IN A CORNER trademark and/or injures  
10 Lions Gate's business reputation;

11                   d.     Copying, distributing, performing, displaying, or preparing  
12 derivative works based upon the *Dirty Dancing* motion picture, or engaging in any  
13 act in violation of Lions Gate's copyrights, including, but not limited to, inducing,  
14 causing, or materially contributing to the infringing conduct of any third party  
15 copying, distributing, performing, displaying, or preparing derivative works based  
16 upon the *Dirty Dancing* motion picture;

17                   e.     Representing or implying that Defendants are in any way  
18 sponsored by, affiliated, connected or associated with, or endorsed or licensed by,  
19 Lions Gate its commercial activities; or

20                   f.     Knowingly assisting, inducing, aiding, or abetting any  
21 other person or business entity in engaging in or performing any of the activities  
22 referred to in paragraphs 2(a) to (e) above.

23                   3.     Ordering that Defendants permanently remove all reference to the  
24 NOBODY PUTS BABY IN A CORNER trademark and any other mark, name,  
25 symbol, or logo that is confusingly similar to the NOBODY PUTS BABY IN A  
26 CORNER trademark from Defendants' and their affiliates' websites, Facebook, and  
27 Twitter pages, YouTube, and any and all other social networking sites;

28                   4.     Ordering that Defendants permanently remove and destroy all

1 marketing, advertising material, and television commercials comprising the  
2 Advertising Campaign or other materials copying the *Dirty Dancing* motion picture  
3 or featuring the NOBODY PUTS BABY IN A CORNER trademark or a  
4 modification thereof, or any other name, mark, logo, design, or the like confusingly  
5 similar thereto;

6       5.     Granting an award of damages suffered by Lions Gate according to  
7 proof at the time of trial;

8       6. Ordering that Defendants account to Lions Gate for any and all profits  
9 earned as a result of Defendants' acts of infringement and unfair competition in  
10 violation of Lions Gate's rights under the Lanham Act, Cal. Bus. & Prof. Code §§  
11 14247, 17200, *et seq.*, the Copyright Act, and the common law;

12 7. Granting an award of statutory damages under the Copyright Act;

13        8.      Granting an award of three times the amount of compensatory damages  
14 and increased profits pursuant to 15 U.S.C. § 1117;

15        9.      Granting an award of punitive damages for the willful and wanton  
16      nature of Defendants' aforesaid acts;

17 || 10. For pre-judgment interest on any recovery by Lions Gate;

18        11.    Granting an award of Lions Gate's costs, expenses, and attorneys' fees;  
19 and

20 || 12. Granting such other and further relief as is just and proper.

Respectfully submitted,

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

25 | Dated: November 3, 2015

By /s/ Jill M. Pietrini  
Jill M. Pietrini

Attorneys for Plaintiff Lions Gate  
Entertainment Inc.

## **JURY DEMAND**

Lions Gate demands a trial by jury of all issues triable by jury.

Respectfully submitted,

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

Dated: November 3, 2015

By /s/ Jill M. Pietrini

Jill M. Pietrini

Attorneys for Plaintiff Lions Gate Entertainment Inc.

SMRH:473444689.3

# EXHIBIT A



## Nobody puts your old 401(k) in the corner.

Get step-by-step rollover assistance.

We know bringing your retirement assets together can be a hassle. It's why we have rollover consultants on hand to help you with the paperwork and assist in transitioning from your old provider. How easy is that?

Get up to \$600 when you roll over your old 401(k).

Call TD Ameritrade at 800-454-9272 or go to [tdameritrade.com/rollover](http://tdameritrade.com/rollover) for details.



A rollover is not your only alternative when dealing with old retirement plans. Please visit [tdameritrade.com/rollover](http://tdameritrade.com/rollover) for more information on rollover alternatives.

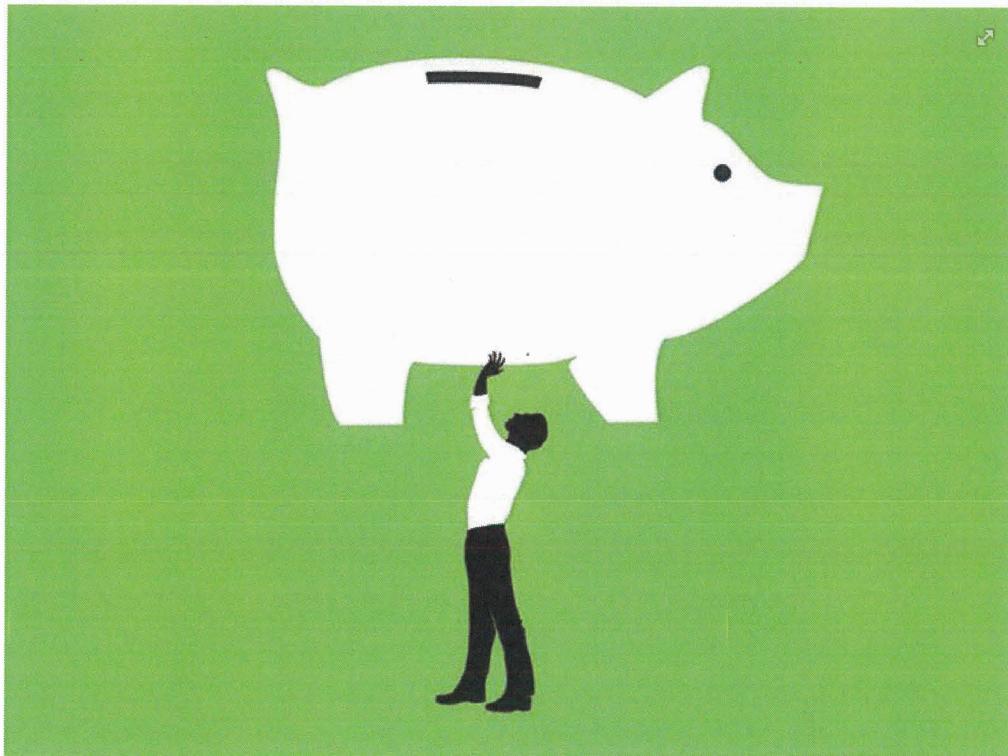
All investments involve risk, and successful results are not guaranteed. Offer valid through 04/30/2015. Funding of \$25,000-\$99,999 receives \$100; funding of \$100,000-\$249,999 receives \$300; and funding of \$250,000 or more receives \$600. Cash bonus subject to twelve-month funding duration condition. See Web site for details and other restrictions/conditions. This is not an offer or solicitation in any jurisdiction where we are not authorized to do business. TD Ameritrade, Inc., member FINRA/SIPC. TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc. and The Toronto-Dominion Bank. © 2015 TD Ameritrade IP Company, Inc. All rights reserved. Used with permission.


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### TD Ameritrade

Nobody puts your old 401k in a corner. Take that baby and roll it over to an IRA. Then show us your retirement happy dance. <http://amtd.us/HcJ2>

October 13, 2014

 [Hortencia Lopez, Suzi Lilith Berry, Betty Falcon and 820 others like this.](#) [Top Comments](#)

 [58 shares](#)

 **Dorothy Reddy Baker** I have a 401k and have been considering moving it into something else. I want to retire in 2 years.

 [1 · October 14, 2014 at 2:38pm](#)

 [3 Replies](#)

 **Tonita Haynes** Keep receiving 401k info from my job in the mail and I know absolutely nothing about it.. Coworkers say don't do it the company doesn't match whatever that means!!! Help!!!

 [1 · October 14, 2014 at 2:12pm](#)

 [5 Replies](#)

 **Jan Toussaint** I "Definitely Did " and have never been happier 😊 !!! I ❤ the freedom of being able to make my own investment choices and not having hidden fees/redemption fees/and commission ( I pay no commission ) sucked out of my portfolio unlike what happens in a 401k . I will be " Happy Dancing " to the beat of my own investment drum worry free 😊 !

[October 15, 2014 at 7:59am · Edited](#)

 [2 Replies](#)

 **Robert Uselton** Ha you have too many documents and hoops to jump thru to rollover anything.

[October 14, 2014 at 11:56am](#)

 [1 Reply](#)

 **Oneal Webb** It's not time for that yet...

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 **Questions, cant we roll over a potion instead?**  
And what can TD shear with us about compounding?  
October 13, 2014 at 9:26pm  
 1 Reply

 **Mark Newell Douglas** Been doing biz with them for 15 years.  
 3 · October 13, 2014 at 6:42pm  
 1 Reply

 **Dav West Brook** If i had money toinvest i would need to  
 1 · October 14, 2014 at 1:12pm

 **Mohamed Ahmed Rmdan** hi i'm mohamed I'm studying cfa and I'm from egypt live in dubai  
i just want know that if i can open an account can i ?  
 1 · October 13, 2014 at 8:12pm

 **David Bausch** if you had invested in gold just four years ago you would have doubled your money  
 2 · October 13, 2014 at 8:27pm

 **Sheila Henderson** Thanks cousin  
October 15, 2014 at 6:52am

 **Diane WaitsmanZophin** I like the Casino!  
October 14, 2014 at 10:46am

 **Renee Schuster Clepper** Hmm..makes u wonder ?  
October 14, 2014 at 10:12am

 **Oneal Webb** Thank you...  
Will do so...  
October 14, 2014 at 7:18am

 **Dede Ramella** looks like Obama has it?  
October 13, 2014 at 10:27pm

 **Steven Friedman** Not sure it's compliant either  
October 13, 2014 at 6:31pm

 **Steven Friedman** That is gimicky  
October 13, 2014 at 6:31pm

---

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Take that baby & roll it over to an IRA. Do a  
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24/7 Help, Call 800-669-3900

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# **EXHIBIT B**

**FORM PA**  
UNITED STATES COPYRIGHT OFFICE  
REGISTRATION NUMBER

PA PA PA  
378-802  
PA

EFFECTIVE DATE OF REGISTRATION

4 7 88  
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

## TITLE OF THIS WORK ▼

"DIRTY DANCING"

## PREVIOUS OR ALTERNATIVE TITLES ▼

None

## NATURE OF THIS WORK ▼ See instructions

Motion Picture

## NAME OF AUTHOR ▼

2 a Dancing Film Productions, Inc.

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country

OR Citizen of ► Domiciled in ► USA

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

## NATURE OF AUTHORSHIP

ENTIRE WORK Briefly describe nature of the material created by this author in which copyright is claimed. ▼

## NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country

OR Citizen of ► Domiciled in ►

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

## NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed. ▼

## NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country

OR Citizen of ► Domiciled in ►

## WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

## NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed. ▼

3 4 YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED  
1987  
This information must be given in all cases.DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK  
Complete this information  
ONLY if this work has been published.  
Month ► August Day ► 21 Year ► 1987  
USA  
◀ Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.▼

Great American Films Joint Venture  
60 Long Ridge Road  
Stamford, CT 06907 Attn: Liz Contegni

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APR 07 1988

ONE DEPOSIT RECEIVED

APR 07 1988

TWO DEPOSITS RECEIVED

See instructions before completing this space.

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.▼

By Written Agreement

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REMITTANCE NUMBER AND DATE

MORE ON BACK ► • Complete all applicable spaces (numbers 5-8) on the reverse side of this page  
• See detailed instructions.  
• Sign the form at line 8

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Page 1 of 2 pages

EXAMINED BY *an/CCG*

FORM 1A

PA 378-802

CHECKED BY *an* CORRESPONDENCE

Yes

 DEPOSIT ACCOUNT

FUND'S USED

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USE  
ONLY**DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET****PREVIOUS REGISTRATION:** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes  No. If your answer is "Yes," why is another registration being sought? (Check appropriate box)    
 This is the first published edition of a work previously registered in unpublished form.    
 This is the first application submitted by this author as copyright claimant.    
 This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give Previous Registration Number **▼**Year of Registration **▼**

5

**DERIVATIVE WORK OR COMPILED WORK:** Complete both space 6a & 6b for a derivative work; complete only 6b for a compilation.a. **Preexisting Material:** Identify any preexisting work or works that this work is based on or incorporates. **▼**

Music and Songs (from various sources)

See instructions  
before completing  
this space.

6

b. **Material Added to This Work:** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. **▼****DEPOSIT ACCOUNT:** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account. **▼**Name **▼**

Vestron Video

DAO4 3516

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give your  
daytime phone  
number.

7

**CORRESPONDENCE:** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip **▼**

Vestron Pictures, Inc.  
60 Long Ridge Road  
Stamford, CT 06907  
Attn: Liz Contegn

Area Code & Telephone Number **▼****CERTIFICATION:** I, the undersigned, hereby certify that I am theCheck only one **▼**

author  
 other copyright claimant  
 owner of exclusive right(s)  
 authorized agent of

Name of author or other copyright claimant, or owner of exclusive right(s) **▼**

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Type or printed name and date **▼** If this is a published work, this date must be the same as or later than the date of publication given in space 3.

Michele Corridor

Date **▼** April 6, 1988Handwritten signature (X) **▼***Michele Corridor***MAIL  
CERTIFI-  
CATE TO**Name **▼**

Vestron Pictures, Inc.

Number/Street/Apartment Number **▼**

60 Long Ridge Road

City/State/Zip **▼**

Stamford, CT 06907 Attn: Liz Contegn

Name **▼**

- Completed all necessary spaces?
- Signed your application in space 8?
- Enclosed check or money order for \$10 payable to Register of Copyrights?
- Enclosed your deposit material with the application and fee?

MAIL TO: Register of Copyrights,  
Library of Congress, Washington,  
DC 20559

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\* 17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.